



CITY OF HOUSTON

Annise D. Parker

Mayor

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August 8, 2014

Subject: Letter of Clarification No. 6 to Invitation to Bid No. S50-C24977 for Asphaltic Pavement Repair Services Citywide for the Public Works and Engineering Department

To: All Prospective Bidders:

This letter of Clarification is being issued for the following reasons:

- **To extend the bid opening date and to revise SECTION “A” of the Bid Document:**

NOTICE TO BIDDER:

- 1.) **The bid opening date has changed from 10:30 A.M. August 7, 2014 to 10:30 A.M., August 21, 2014.**
- 2.) Remove Page Nos. 2, 4 & 23 of 43 and replace with the revised Page Nos. 2, 4 & 23 of 43 marked, REVISED 8/8/2014.

Note: No further questions will be accepted after the publication of this Letter of Clarification.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation and resulting bid.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Attachment: Revised Page Nos. 2, 4 & 23 of 43

S50-C24977 / Letter of Clarification No. 6
for Asphaltic Pavement Repair Services
for the Public Works and Engineering Department

REVISED 8/8/2014

SECTION "A"



**ASPHALTIC PAVEMENT REPAIR SERVICES
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
BID INVITATION NO.: S50-C24977
NIGP CODE: 913-84 / 750-32**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain ***"Work Order Contract for Asphaltic Pavement Repair Services Citywide for a one-year period with four (4) one-year option periods to extend for the Public Works and Engineering Department"***, which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Asphalt Pavement Repair Services** for the City in accordance with attached Specifications.

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for Asphaltic Pavement Repair Services
for the Public Works and Engineering Department

PERMITS: REVISED 8/8/2014

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

CITY BUILDING CODES:

All work performed or equipment installed shall be in strict accordance with the City of Houston Building Codes. The Contractor will immediately correct any deficiencies discovered during work or after completion. Failure to correct deficiencies will result in the City having corrections made at the Contractor's expense.

BID BOND:

The Contractor shall be required to provide and submit with the bid a Bid Bond in the amount of 10% of the Total Bid Amount. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

SITE INSPECTION:

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the inspector in charge.

PRE-AWARD REQUIREMENT:

If the City accepts the foregoing offer, the selected Bidder promises to deliver to the Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance, as outlined in the Supplementary Conditions and Maintenance, Payment and Performance Bonds on or before the fifth (5th) workday following the day this Bidder receives from the City the unsigned counterparts and shall be executed so as to make it binding upon the Bidder and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

S50-C24977 / Letter of Clarification No. 6
for Asphaltic Pavement Repair Services
for the Public Works and Engineering Department

SECTION C **REVISED 8/8/2014**

AGREEMENT BETWEEN THE CITY OF HOUSTON AND CONTRACTOR

Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas 77002 (the City)

Contract

or:

Address

:

Project No.: S50-C24977

The Project Title: Work Order Contract for Asphaltic Pavement Repair Services
for the Public Works and Engineering Department

The Project Location: Citywide

The City Engineer is:

(Address for Written Notice) 611 Walker, Houston, Texas 77002

The Architect/Engineer is:

(Address)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

ARTICLE 1
WORK OF THIS CONTRACT

- 1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the Work Order. More than one Work Order may be issued at anytime under the Contract or no Work Orders may be issued under the Contract.

ARTICLE 2
CONTRACT TERM AND CONTRACT TIME

- 2.1 *The effective date is the date of countersignature by the City Controller. The Contract Term shall begin on the date specified in the Notice to Proceed issued by the City Purchasing Agent and shall continue for one year thereafter, with four one year options. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for four successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.*
- 2.2 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is established by the Work Order.
- 2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.
- 2.4 ***The Contract Term shall not exceed one year, except as otherwise provided herein. During this time, City from time-to-time may issue Work Orders specifying the Work to be completed and Contract Time within which Contractor must achieve Substantial Completion.***